

MEMORANDUM OF AGREEMENT

The Department of Children and Families And The Department of Developmental Services: Voluntary Services Program and General Interagency Coordination and Transition Planning

The purpose of this Agreement is to facilitate the coordination of services between the Department of Children and Families (DCF) and the Department of Developmental Services (DDS) for children who are involved with both Departments or may be eligible for Voluntary Services through DDS. DCF and DDS will work collaboratively with the Office of Policy and Management (OPM) to address budget implications related to the implementation of this Agreement and the provision of services. This Agreement formalizes our pledge to work together to ensure that each youngster receives the quality services she or he needs and deserves.

DCF and DDS will arrange regular executive-level management meetings to coordinate matters related to this Memorandum of Agreement and for joint planning activities including but not limited to: service model and resource development; workforce training and coordination; transition and service planning; fiscal and legal matters; and practice and program evaluation.

A. Voluntary Services Program: Interagency Coordination

1. DDS will make Voluntary Services eligibility determinations for those children/youth that have intellectual disabilities and are active clients of DDS. New Voluntary Services referrals will be made through the DDS Help Line in each of the DDS Regions. DDS is responsible for the application process. DCF will cooperate by providing DDS with information regarding whether or not there is an open DCF case. If there is an open DCF case, DDS will inform the family to contact their DCF Social Worker. Once an individual has been found eligible for the DDS VSP Program, DCF will provide information from its records that is sufficient to allow DDS to determine eligibility, facilitate enrollment and plan for the provision of services to the

child. [Note: "Eligibility" for VSP reflects a subset of the general criteria for "eligibility" for DDS services.]

2. On or about January 1st of each year, DCF will identify and transmit the names of the children/youth that have been determined eligible for DDS services, in accordance with the DDS eligibility process, and are currently receiving services through DCF's Voluntary Services Program. Transfer of such cases from DCF to DDS shall normally occur on or about July 1st of each year. Prior to or at the point of transfer, all cases identified must have supports and services in place by a DDS vendor using DDS current rates or be residing in a DDS approved facility, unless an exception is made by DDS. DDS shall notify DCF by June 1st of any youth who are not anticipated to transfer by virtue of the preceding requirement.
 - a. Prior to transfer from DCF to DDS, a transition planning meeting must be held that includes, at a minimum, the DCF Social Worker, DDS Case Manager and the identified child's family/guardian. The purpose of this meeting is to review current services and supports the child is receiving, determine if there are any changes that need to be made prior to transfer, assure that a DDS provider is in place either prior to or at the point of transfer, familiarize the parent/guardian with the DDS VSP guidelines and requirements, discuss transition timing and contacts for the family and identify any other outstanding issues to be addressed prior to transfer.
3. For children/youth that are eligible for Voluntary Services, either through existing enrollment through DCF and have an intellectual disability or through a VSP eligibility determination by DDS, DDS will determine appropriate, approved and available services and supports necessary to maximize the well being of the child/youth. DCF will be available to consult on cases where supports and services are difficult to identify or locate.

4. Children who are under the age of eight years old and have not yet been re-determined eligible for DDS services (meet Conn. Gen. Stat. §1-1g definition of “mental retardation,” other DDS eligibility criteria, and residency in the state of Connecticut), may receive voluntary services through DCF (if DCF determines eligibility). DCF will be the lead agency and will be responsible for funding these supports and services. The DCF Social Worker and DDS Case Manager or Regional DDS contact shall work together to find appropriate supports and services for the family. DCF will ask the family to provide documentation at age eight to DDS to re-determine whether the child meets the eligibility criteria for DDS services. Once eligibility is confirmed, DDS and DCF will work together to establish a transition plan for the child’s supports and services to be transferred to DDS. A transition date (on or about July 1st) will be established by DDS and DCF Central Offices. Once the transfer takes place, DDS will continue all appropriate supports and services, at DDS approved service rates, which DCF has previously provided, with no disruption. DDS will be the lead agency for all supports and services and DCF will close its case.
5. At such time that service costs for a child/youth eligible for the DDS VSP are anticipated to exceed the available appropriation, DDS shall consult with OPM. The child/youth will be provided with supports once the funding is available or DDS is otherwise directed by OPM to continue services.
6. DCF will assist DDS to determine if a child/youth participating in the DDS VSP under the age of 21 needs behavioral health services, including access to the Solnit Center South Campus (formerly Riverview Hospital and for youth up to age 18), and will assist DDS in gaining access to behavioral health services. DCF will not bill DDS for hospital days at Solnit Center South Campus that are medically necessary; however, DCF will bill DDS for hospital days that are not medically necessary. Connecticut Behavioral Health Partnership staff will make the determination as to whether or not a stay is medically necessary. Payment for behavioral health services will be the financial responsibility of DDS and/or any other applicable third party payor available to the family or youth; however, DCF may make available capacity in DCF grant-funded

behavioral health programs accessible to DDS, on a case-by-case basis, at no cost to DDS.

7. If a youth served in DDS VSP comes into the care or custody of DCF, the DDS VSP case will be closed, unless otherwise agreed upon between the DCF and DDS Central Office in a particular case/situation. The DDS VSP case will not be closed during an investigation of abuse/neglect or a 96-hour hold. Cases under an Order of Temporary Custody will be resolved individually between the two agencies subject to any order of the Superior Court for Juvenile Matters. If the child is committed to DCF, the child will remain a client of DDS (but not the DDS VSP); however, DCF will be the lead agency to provide appropriate supports and services pursuant to commitment.
8. DCF will inform DDS of any abuse/neglect investigations that are taking place involving any DDS VSP participant, of which DCF is aware, to the extent permitted by and in accordance with applicable state and federal confidentiality laws. DDS will provide information about current supports and services, providers that are currently in place, and any concerns that have been identified, to the extent permitted and in accordance with applicable state and federal confidentiality laws.
9. When a youth in DDS VSP is involved with juvenile justice or adult criminal court, DDS may be subject to the orders of the court within the context of the VSP services provided and consistent with the purposes of the VSP program.
10. The regulations promulgated by DCF concerning its Voluntary Services Program, Regs. Conn. State Agencies §17a-11-4 *et seq.*, shall serve as guidelines for DDS operation of a Voluntary Services Program, although such regulations may not be binding in some or all respects as a matter of law.

B. General Interagency Coordination and Transition Planning

1. For any accepted report of suspected child abuse or neglect to DCF where the child is a DDS client or eligible for DDS services, DCF will investigate in accordance with its statutory jurisdiction and authority as set forth in Conn. Gen. Stat. §17a-101a et seq. DCF will assume the costs for its investigation. If the child is a DDS client and an open DCF case, DDS, upon request, will assist DCF in identifying appropriate support, family training, adequate respite, and other services deemed necessary to maintain the child safely in the home.
2. DCF will verify continued eligibility for DDS for any DCF-involved child age eight or above who is identified as "Not Determined" (ND) in the DDS system. DCF staff will provide any new psychological and adaptive testing that is completed for this redetermination to the child's DDS Case Manager or DDS Regional contact. For open in-home cases, DCF staff will assist the family in providing this information to DDS.
3. For any DCF case open in-home or involving a committed youth who is 16 years of age, with a previous diagnosis of Mild Mental Retardation, DDS will verify continued eligibility for ongoing DDS services. DDS will request updated psychological and adaptive testing from the DCF Social Worker. DCF will submit this information to the DDS Regional contact in accordance with the DDS Eligibility Determination process.
4. When a parent who is a consumer of DDS is the subject of a child abuse or neglect investigation, DCF is solely responsible for determining the finding of the investigation. DDS will continue to serve the parent and determine the appropriate supports for him/her. After the investigation is concluded DCF and DDS will work together to determine a coordinated plan of support.
5. For children committed to the care and custody of DCF, DDS, upon request, will assist DCF for those children who are also DDS eligible in locating appropriate services,

including support to placements and locating or developing placements when needed either on an emergency basis or for long-term placement.

6. DCF will refer youths in the care of DCF to DDS as soon as there is a reasonable expectation of eligibility so that both departments are part of the planning process.
7. DCF will have primary responsibility for youths in its care and custody up to age 21, as long as the youth is in school full time, continues to accept DCF services voluntarily and complies with the DCF case plan. "Youths in its care" is defined as an individual who was committed to DCF (as abused, neglected, uncared for, delinquent or as a dual commitment) as of his or her eighteenth birthday.
8. DCF and DDS staff will work collaboratively in planning the transition of services and supports from DCF to DDS. This will occur between the ages of 16 and 18 if the youth is graduating or is an in-home or voluntary case, and between the ages 18 and 21 if the youth is continuing in school and was previously committed to DCF. The transition plan shall include but not be limited to the identification of ongoing services and support needed in the area of residential, health, mental health, entitlements, education/vocation, recreation, and family/community involvement. The DCF Social Worker and DDS Case Manager or Regional contact will meet at least once prior to the transfer to assure that there is a coordinated transition plan and that all transition activities are identified, assigned and completed. The DCF Social Worker and DDS Case Manager or Regional contact will jointly review the need for the appointment of a legal guardian prior to transfer and work collaboratively in assuring that application is made if determined to be appropriate.

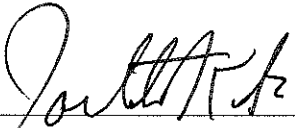
C. Dispute Resolution

Every effort shall be made by DCF and DDS staff to resolve differences at the local level between the DDS Regional Office and the DCF Area Office. When DCF and


DDS local teams cannot agree with regard to any issue which is subject to the provisions of this Agreement, the designated Central Office liaisons shall attempt to resolve the dispute. If the liaisons are unable to reach resolution or require clarification around policy or resource issues, the dispute will be brought to a Commissioner or Commissioner's designee at each agency for final dispute resolution.

D. Agreement Review

This Memorandum of Agreement is effective upon the date of signature of both the DCF and DDS Commissioners. This Agreement will be reviewed by both agencies on an annual basis. This Agreement supersedes the previous Agreement executed September 26, 2008.



Joette Katz, Commissioner
Department of Children and Families
Date 7/29/11



Terrence W. Macy, PhD Commissioner
Department of Developmental Services
Date 8.4.11